

Minutes of the Board of Licking Township Trustees, Regular Meeting held at Licking Township Fire Station #600 at 7:30p.m., on 11/18/24.

Mr. Holman called the meeting to order with the following members present: John Holman, John Cormican, Dave Miller, & Andrea Lynch.

Others Present: Kyle Weekly; Dave Moraine (*)
(*) Present but did not sign in.

The Pledge of Allegiance was recited.
The meeting was not recorded

Minutes were presented, approved, and signed by the Trustees.

Mr. Miller made a motion to approve expenditures totaling \$31,831.52

Mr. Cormican seconded the motion.

Roll Call: Cormican, yes; Holman, yes; Miller, yes.

There are funds on hand or in the process of collection to pay the attached listed bills. _____, Fiscal Officer.

Mrs. Lynch presented the Medical Mutual of Ohio medical insurance renewal for 2025. A discussion took place.

Mr. Miller made a motion that Licking Township continue to offer health insurance benefits to any elected board member, elected fiscal officer, and any full-time hourly/salary personnel including their spouses and/or dependents for the year 2025.

Mr. Cormican seconded the motion.

Roll Call: Miller, yes; Cormican, yes; Holman, yes.

Mr. Holman made a motion that the Licking Township Board Of Trustees continue to offer group health insurance to eligible employees, their spouses and their dependents through Medical Mutual of Ohio PPO Bronze 7200 HSA as presented for the year 2025.

Mr. Miller seconded the motion.

Roll Call: Miller, yes; Cormican, yes; Holman, yes.

(In conjunction with a motion passed on 10/21/24 wherein, the LTWP Board of Trustees made a motion to continue to offer a 2025 Retiree Medicare "Benistar" plan to all eligible Medicare employees and dependents as presented)

Mr. Cormican moved that all eligible LTWP employees/elected officials and participants enrolled in Medical Mutual of Ohio through LTWP for 2025 have a 10% monthly premium responsibility and a \$250.00/\$500.00 out of pocket responsibility with health insurance reimbursement for all qualified covered medical expenses incurred up to one year from the date of medical service.

Mr. Miller seconded the motion.

Roll Call: Cormican, yes; Holman, yes; Miller, yes.

Mr. Holman moved that the LTWP Board of Trustees continue to offer to all eligible employees/elected officials and participants enrolled in Benistar through LTWP for 2025, health insurance reimbursement for all qualified covered medical expenses incurred up to one year from the date of medical service subject to a \$250/\$500 out of pocket responsibility.

Mr. Cormican seconded the motion.

Roll Call: Holman, yes; Miller, yes; Cormican, yes.

A discussion took place regarding the invoice from Dreams Excavating & Paving LLC. Mr. Cormican indicated that additional asphalt was needed once it was ground down.

Mr. Cormican made motion that the LTWP Board of Trustees authorize the Fiscal Officer to disburse a special check to Dreams Excavating & Paving LLC in the amount of \$46,810.17 due to an increase in the total project cost of the OPW Fairmount Road Project. *{The original contracted bid amount was \$163,902.10. The total invoice of project upon completion being \$180,039.10 (an increase of \$16,137.00). Based on Dreams Excavating & Paving LLC final invoice, Licking Township's portion (26%) of this project increased from \$42,614.55 to \$46,810.17 which remains less than the Engineer's estimated total project cost of \$348,814.78 (LTWP's obligation \$90691.84) and remains less than all bids received for this project}.*

Mr. Miller seconded the motion.

Roll Call: Cormican, yes; Holman, yes; Miller, yes.

Mrs. Lynch presented a request from Cpt Phil Warner requesting consideration for funding of supplies for an upcoming retirement party being hosted by LTFC. Mrs. Lynch indicated that she confirmed with the LCPO that township funds could be used for refreshments (food and non-alcoholic beverages) as well as decorations/invitations/plaque honoring the retiree. A discussion took place.

Mr. Holman authorized the Fiscal Officer to pay up to \$1000.00 from the general fund for Chief Wilson's retirement party.

Mr. Miller seconded the motion.

Roll Call: Holman, yes; Miller, yes; Cormican, yes.

Mrs. Lynch presented an email from Jillian Nixon, J&G Julian & Grube auditing requesting a modification to the original audit cost for 2024 from \$7800 to \$5100. A discussion took place.

Mr. Cormican made a motion that the Board accept the modified contract cost for the AUP in the amount of \$5100.00.

Mr. Holman seconded the motion.

Roll Call: Miller, yes; Cormican, yes; Holman, yes.

CORRESPONDENCE:

- 1) Email from Supt Scott Coffey, Lakewood Local Schools- thank you for the stop signs erected at exits of JIS and LHS and Lancer Road.
- 2) Email from William Robinson dated 11/13/24 re: Amherst. Email has been moved on to Zoning Inspector for review
- 3) OTARMA letter re: 2025 Calendar and LTWP photo chosen

Asst Chief Weekly reported on the following:

- Repairs of rescue are still underway but no chassis yet
- Ohio 1st Responders Grant - LTFC plans to utilize this grant writer again to apply for a grant for 20 SCBA's totaling approximately \$175-200K. Already have a contract and funding in place for the grant writer. No motion needed as no changes, just need new signature on contract document for 2025.
- E601 light upgrades are being completed
- Confirmed that LTFC has received the \$10,000.00 donation from Bowling Green Township to go towards new heart monitors
- Assistant Chief Weekly provided an update on 2025 fire

contracts. Asst Chief Weekly said that Bowling Green Township's contract will be forthcoming.

- Asst Chief Weekly stated that he and Chief Wilson reviewed the Franklin Township contract and considered all data and, based on increases in cost, (Fire Prevention materials, utilities, gear, etc.), it was decided that LTFC request an increase in the 2 year contract with Franklin Township for 2025 & 2026. A discussion took place. Asst Chief Weekly stated that he presented the two year contract to Franklin Township who agreed to the terms and signed the contract.

Mr. Holman made a motion that the Licking Township Board of Trustees adopt the following:

Resolution LTWP-FTWP 01-01-25:

Fire & EMS Two Year Agreement

2025 & 2026

The Board of Franklin Township Trustees

And

The Board of Licking Township Trustees

Whereas, the Board of Franklin Township Trustees, Licking County, Ohio ("Franklin Township") wishes to provide fire protection services and emergency medical services for the residents of Franklin Township, Licking County, Ohio; and,

Whereas, Franklin Township does not operate township fire protection services or emergency medical services; and,

Whereas, Franklin Township is authorized, pursuant to R.C. 9.60 (C) and R.C. 505.44, to contract with another governmental entity to obtain fire protection services and emergency medical services as appropriate; and,

Whereas, the Board of Licking Township Trustees, Licking County, Ohio, by and through the Licking Township Fire Company ("Licking Township") operates firefighting protection services and emergency medical services.

Now, therefore, in consideration of the mutual promises contained herein and in accordance with **Franklin Township Resolution No. FTWP-LTWP 01-01-25** and **Licking Township Resolution No. LTWP-FTWP 01-01-25:**

Franklin Township and Licking Township agree as follows:

SERVICES

- A. Licking Township agrees to provide fire protection and emergency medical services and to furnish equipment, apparatus, and personnel to protect the residents and/or property of Franklin Township except for such times as personnel and/or equipment are engaged in fire protection or emergency medical services within Licking Township or other areas of Licking County of surrounding counties covered by Licking Township.
- B. Licking Township agrees to automatic mutual aid by sending one engine simultaneously to other areas of Franklin Township that are not covered by a full response from Licking Township for calls such as a house fire, smoke coming from a house and chimney fire with extension. Licking Township will not provide automatic mutual aid for calls such as smell of smoke, automatic alarms, and chimney fires. Licking Township agrees to receive automatic mutual aid from other fire departments in the area covered by Licking Township.
- C. Licking Township will provide two (2) personnel on Saturday and Sunday for twelve (12) hours each day between the hours of 8:00 a.m. - 8:00 p.m.
- D. Said services to be provided for the benefit of Franklin Township shall be provided to that portion of Franklin Township that is identified on Exhibit "A" attached hereto, except for mutual aid. The above described area to be serviced shall be the "primary service area". The parties acknowledge that with the

present 911 system that the Licking Township Fire Company will be dispatched as the primary department in the primary service area, but may also be dispatched in other areas under mutual aid.

- E. Both parties mutually agree that preventing the loss of life shall take precedence over the prevention of the loss of property.
- F. Both parties agree that Licking Township shall have the sole authority to exercise its discretion within the guidelines set forth above.

TERM

TWO YEAR CONTRACT

This Agreement shall be effective as of the 1st day of January 2025, and shall expire on the 31st day of December 2026.

CONSIDERATION

YEAR ONE, which commences on the 1st day of January 1, 2025, and ends on the 31st day of December 2025, Franklin Township agrees to pay Licking Township the sum of **\$47,500.00 as an annual installment** for the duration of 01/01/25 through 12/31/25 which shall be due and payable to Licking Township within thirty (30) days of the second-half of the semi-annual tax revenue disbursement from the Licking County Treasurer's Office to Franklin Township.

AND

YEAR TWO, which commences on the 1st day of January 1, 2026, and ends on the 31st day of December 2026, Franklin Township agrees to pay Licking Township the sum of **\$50,000.00 as an annual installment** for the duration of 01/01/26 through 12/31/26 which shall be due and payable to Licking Township within thirty (30) days of the second-half of the semi-annual tax revenue disbursement from the Licking County Treasurer's Office to Franklin Township.

AND

YEAR ONE & YEAR TWO Franklin Township agrees to reimburse Licking Township quarterly for all payroll costs associated with the services outlined in "Services C." of this agreement.

MISCELLANEOUS

- A. Inspections: The Franklin Township Fire Prevention Officer shall be responsible for conducting all fire and safety inspections within Franklin Township.
- B. Reports: The Licking Township Fire Chief shall provide an annual activity report for Fire and EMS runs/calls within the primary service area. If applicable, this report may include a fire prevention report, including all fire and safety inspections and/or visits, pre-fire planning and fire prevention education, provided or given to the citizens and businesses of Franklin Township.
- C. Training: If requested by Franklin Township, the Licking Township Fire Chief shall provide Franklin Township with sufficient records documenting the annual training exercises completed by Licking Township Fire Company personnel by December 31st of each contract year.

INSURANCE

- A. It is further agreed that Licking Township shall be responsible for any and all liability, claims, losses or damages arising out of the performance of its duties under this Agreement.
- B. If requested by Franklin Township, Licking Township shall provide a copy of all insurance policies that it maintains on its fire equipment and facilities to Franklin Township by March 1st of each contract year.

TERMINATION

This Agreement may be terminated by either party upon 90 (ninety) days written notice by ordinary U.S. mail. Should this Agreement be terminated, then the payment for Fire and EMS services provided herein shall be prorated to the effective date of the termination on the basis of the number of days in the calendar year.

NOTICES

Any notice of or other communication required under this Agreement shall be deemed to have been given to each Party if sent via regular U.S. Mail to the following addresses:

As to Franklin Township: Franklin Township Fiscal Officer
13200 Fairview Road
Newark, OH 43056

As to Licking Township: Licking Township Fiscal Officer
P.O. Box 222
Jacksontown, OH 43030

Either Party may, from time to time, change the address at which any notice or other communication is to be delivered of mailed, by giving the other Party written notice of such change.

LAW AND VENUE

All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Licking County Common Pleas Court, Licking County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

If any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

MODIFICATION

No modification or waiver of any of the terms of this Agreement shall be effective against a party unless set forth in writing and signed by each party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to become effective as of the 1st day of January 2025.

Mr. Miller seconded the motion.

Roll Call: Cormican, yes; Holman, yes; Miller, yes.

Chief Weekly thanked the Board for approving the contract and thanked Mrs. Lynch for her assistance in preparing the contract.

Zoning Inspector Dave Moraine provided the Zoning Report. There were 2 permits issued as follows:

- Zemba Brothers Jacksonstown Road - Sign - \$590.00
- Jerry & Francheska Wright Avondale Road - Shed - \$75.00

Mr. Moraine gave updates on the following:

- 1) Prather complaint - violation letter sent and confirmation of delivery received. Will reinspect for progress on remediation.
- 2) O'Neill - violation letter sent have not received delivery confirmation to date.
- 3) Presented a drafted letter template for use when inspecting violations and no one is at home. A discussion took place regarding the form letter. Mr. Moraine will make a few editing changes and begin using the letter.
- 4) Discussed a typo in Section 15.01.A agriculture. He will present to the ZC for inclusion with their other zoning text amendments being worked on.
- 5) Will attempt to make contact with owner of Dove's farm again regarding junk complaint.

Mr. Cormican asked that Mr. Moraine inspect a property on Pleasant Lee that has junk in back yard. Mr. Moraine will inspect and provide a follow-up.

Mr. Cormican led a discussion regarding consideration for paying for a 2 week CDL Class B training certification for Road Dept employee Travis Barrera.

Mr. Cormican made a motion that the LTWP Board of Trustees pay for a 2 week CDL training school to commence on 12/16/24 for Travis Barrera up to \$3500.00.

Mr. Miller seconded the motion.

Roll Call: Miller, yes; Holman, yes; Cormican, yes.

Mr. Cormican reported on the following:

1) Fairmount Road repaving has been completed by Dreams Excavating and the Road Dept has completed berming and a few culvert replacements on Fairmount Road. Mr. Holman said that the road looks nice.

2) Speed limit on Fairmount Road from Hirst Road to Route 40 has been changed to 45 mph and signs have been erected.

3) Culvert has been replaced on South Fork in front of Reeves residence (5575 South Fork Road). Mr. Cormican did speak with LC about replacing the culvert and due to cost LTWP Road Dept handled the project.

Mr. Holman reported on the following:

1) Relayed information from the VFFDF Annual Board Meeting. Ron Walsh will serve as Chairman and Andrea Lynch will serve as Secretary for the VFFDF Board in 2025.

2) Relayed video shared by Ron Walsh of accident on Fairmount and White Chapel due to high rate of speeds. Thanked Mr. Cormican for the speed study and getting at least a portion of the road speed limit reduced. Mr. Cormican said that the road is traveled at high speed and young drivers are unaware of how dangerous that road is.

3) Met with Asst Kyle Weekly regarding benefits as Fire Chief effective 12/01/24 specifically regarding personal paid vacation. Mr. Holman provided copies of the personnel manual which indicates vacation as 1 year continuous service = 80 hrs (10 days); 8 years continuous service = 120 hrs (15 days); fifteen years of continuous service = 160 hrs (20 days). Mr. Holman said that Asst Chief Weekly has worked for LTFC for 15 years but not in a full-time capacity however Asst Chief Weekly has requested that LTWP consider matching what his current employer (Thorn Twp)

provided which is 120 hrs (15 days). A discussion took place.

Mr. Holman made a motion that the LTWP Trustees grant Kyle Weekly 3 weeks (15 days/120 hrs) of paid vacation beginning 01/01/25.

Mr. Cormican seconded the motion.

Roll Call: Miller, yes; Cormican, yes; Holman, yes.

Assistant Chief Weekly thanked the Board for their consideration in his request.

Mr. Holman and Mr. Cormican acknowledged that the LTWP personnel manual is being updated and that there needs to be notation/differentiation on vacation benefits for salary vs full-time hourly individuals.

Mr. Holman presented an appreciation letter drafted to Bowling Green Township for their recent donation of \$10,000.00 towards the purchase of new heart monitors. The Board signed the letter and the Fiscal Officer will send to BWG TWP.

Public Comment: None

Mr. Miller made a motion to adjourn the meeting at 8:50p.m.

Mr. Cormican seconded the motion.

Roll Call: 3 ayes.

November 18, 2024

Attest